

FORD
12/2/2004
APPENDIX F-2
PART 3 OF 4
BOOK 3 OF 4

STATE OF INDIANA:
SS:
COUNTY OF VIGO:

IN THE VIGO ^{Superior} COURT
2004 TERM

CAUSE NO: 84D03-0410-CT-9520

[REDACTED]
Plaintiff,

Vs.

TERRE HAUTE FORD/KIA
and FORD MOTOR CO.
Defendant.

FILED
VIGO COUNTY SUPERIOR COURT

OCT 06 2004

Patricia D. Marshall
CLERK

COMPLAINT

COUNT I

Comes now the [REDACTED] for their

Complaint against Terre Haute Ford/KIA and Ford Motor Company states as follows:

1. That the Plaintiffs purchased a 2003 Ford 350 (hereafter "2003 350")
Lariat BDN #1FTWX32PX3E [REDACTED] from the Defendant, which was
picked up on 06/14/13.
2. That the 2003 350 has had various mechanical problems and is defective
and not fit for the use for which it was sold.
3. That Terre Haute Ford/KIA was notified of each problem with the 2003
350 and attempted at various times to repair the defects.
4. That other authorized Ford Dealerships, or shops also attempted to repair
the 2003 350.
5. That purchased with the 2003 350, was a one hundred thousand-mile
warranty, which has been breached by the defendants. A copy of the
warranty is attached as Exhibit A.

5. That the Defendants also sold credit life insurance to the Plaintiffs for a cost of \$534.96. Hence, the amount financed by the Plaintiff for the 2003 350 was \$39,664.43.
6. That the Plaintiffs, with the aid & assistance of Defendant, TH Ford financed the cost of the 2003 350 with Ford Motor Credit Company with an interest rate of 6.99% and monthly payments of \$1,228.10.
7. That there were thirty-five (35) payments (totaling \$44,211.60) under the Ford Motor Credit Loan and the first payment was due July 29, 2003.
8. A copy of contract between Plaintiffs and Defendants is attached as "Exhibit A".
9. That due to the problems being experienced with the 2003 350, TH Ford, offered to take the 2003 350 in trade for a 2004 Ford 350 Lariat (hereinafter 2004 350).
10. That Defendant TH Ford represented to the Plaintiffs that they would receive some reimbursement from Ford for the defective truck and for a portion of the damages that the Plaintiffs had suffered due to the truck being out of service for repairs.
11. That discussions began between the Plaintiffs and TH Ford in March of 2004 regarding a trade of the defective 2003 350 for a 2004 truck. These discussions began when the truck was in the shop at Don Hein Ford in Indianapolis, on or about March 10, 2004.
12. That TH Ford instructed the Plaintiffs to bring the 2003 truck to the their dealership and indicated that they had ordered a 2004 model.

13. The Plaintiffs and Defendants came to an agreement on the price of the 2004 350 and the other terms of a sale and it was represented to the Plaintiffs that the 2004 truck would be ordered.
14. The Plaintiffs and Defendant TH Ford came to an agreement on the price of the 2004 350 and the other terms of a sale and TH Ford represented to the Plaintiffs that the 2004 truck would be ordered.
15. TH Ford represented to the Plaintiffs that with their rebate and trade in that the new truck would cost thirty-four thousand dollars (\$34,000.00).
16. That the Defendants then contacted the Plaintiffs a few days later and advised that it would take ten (10) to twelve (12) weeks to get the truck they wanted and advised the Plaintiffs that there was another truck they could obtain out of Missouri that could be there the next week. The Plaintiffs agreed with this change.
17. That TH Ford then instructed Plaintiff [REDACTED] to strip his accessories off the 2003 350 and bring it to the dealership in order to prepare for the arrival of the new truck. [REDACTED] did this.
18. That the next week [REDACTED] delivered the 2003 350 to TH Ford's place of business, however the Plaintiffs were then advised by TH Ford that they had to wait until the Ford Assistance Program and Ford Credit approved the trade before they could pick up their new truck.
19. TH Ford next advised the Plaintiffs that if they would "come up with an additional five thousand dollars (\$5,000.00) immediately," they could take the 2004 350 right then and consummate the sale.

20. That the Plaintiffs refused to pay five thousand dollars (\$5,000.00) over what they had previously agreed and indicated they would wait for Ford Assistance and Ford Credit approval.
21. On April 9, 2004 TH Ford instructed the Plaintiffs to come and sign the necessary paperwork to pick up the 2004 350 truck, and complete the deal.
22. That TH Ford represented that the sale and trade was approved by Ford Assistance and Ford Credit. That Ford Credit sent a letter to Plaintiffs advising that the loan on the 2003 350 had been "paid in full." A copy of that letter is attached as "Exhibit B."
23. That the Plaintiffs went to the Defendants' place of business on April 9, 2004 and signed a contract for the purchase of the 2004 350, an agreement for insurance for the truck and were also sold life insurance for the loan they took out on the 2004 350 with Ford Credit.
24. That the cash price of the 2004 350 was \$34,605.04.
25. That the Plaintiffs received a third party rebate of \$4,500.00.
26. That taxes on the sale totaled \$1,051.50.
27. That the "net trade in pay off" for the 2003 350 was \$13,900.00.
28. That the Defendant charged the Plaintiffs \$420.00 for "Gap" Insurance.
29. That the total amount financed by the Plaintiffs was \$46,476.54, although originally TH Ford represented that Plaintiffs would not owe more than approximately \$35,000.00.

30. That the Plaintiffs, with the aid, assistance and direction of the Defendant, TH Ford, financed the cost of the truck and to payoff the 2003 350 through Ford Motor Credit with the following terms:

Total financed: \$46,476.54
APR: 6.99%
Number of payments: 35
Monthly payment: \$1,439.02

31. That a copy of the contract is attached as "Exhibit C".
32. Plaintiffs took the 2004 350 they had purchased home that day and left the 2003 350, which the Defendants had taken in trade.
33. That Plaintiffs received as stated above, a letter from Ford Credit dated 4-12-04 stating that the loan on the 2003 350 had been paid in full. (See "Exhibit B".)
34. That the Plaintiffs ordered the following accessories to be installed on their 2004 350 on April 9, 2004:

- Fifth Wheel
- Hitch
- Fuel Tank
- Tool Box
- CB
- Antenna
- Brake Accessory
- Fire Extinguisher
- Mud Flaps
- Running Boards
- Brush Guards
- Bag Screen
- Bag Deflector
- Rain Guards

35. That the aforementioned accessories were installed April 13, 2004 and the cost of the aforementioned accessories and the cost of their installation was approximately thirty-five hundred dollars (\$3,500.00).
36. That after the accessories were installed on the 2004 350 [REDACTED] also had a DOT inspection, insured the truck and was ready to return to work.
37. That [REDACTED] business is using the truck to deliver campers for Bennett Truck Lines.
38. That TH Ford was aware that the Plaintiff [REDACTED] used the 2003 350 to make a living and that he would use the 2004 350 to make a living.
39. That TH Ford was aware of the Plaintiff's business, the use that he had for the truck and that he was losing income during the time that he did not have a truck or that it was out of service.
40. That TH Ford next contacted Plaintiff on April 13, 2004 and advised them that they should come back to the dealership because TH Ford needed to determine if they "were owed more money from Ford Assistance" [REDACTED] was also advised by TH Ford that it "wished to take a picture of the 2004 350".
41. In reliance of TH Ford's representations, the Plaintiff [REDACTED] went back to the dealership with the truck.
42. When [REDACTED] arrived at the dealership, the Sheriff of Vigo County and two deputies were present, at the request of the Defendant, TH Ford.

43. The Defendant TH Ford advised the Plaintiff in the presence of the Sheriff and deputies that he would have to leave the truck there and take his 2003 350 back.
44. That the Defendant TH Ford then indicated that if Plaintiff [REDACTED] wanted to enter into a new contract for his 2004 350, (that he already had purchased), he could keep the 2004 350, however, he would have to pay an additional eleven thousand dollars (\$11,000.00).
45. That the Plaintiff [REDACTED] refused to enter into a new contract and argued that he should be able to take his truck home. In the presence of the law enforcement officers, TH Ford representatives told Plaintiff he could not take his truck home, and Plaintiff was forced to drive the 2003 350 home.
46. That Plaintiff [REDACTED] returned to the dealership the next day (April 14, 2004) and was informed by the dealership that it would switch the accessories from the new truck to the old truck at "no cost" and that the Plaintiff would have to take the old truck back. They continued during this meeting to try to force a new contract for more money from the Plaintiff. This lasted about 3 hours.
47. That the Plaintiff left his 2003 350 at TH Ford for them to change the accessories.
48. That the Plaintiff returned to the dealership on Friday April 16, 2004 to pick up the 2003 350 and found all the accessories piled in the back of the truck.

49. That the Plaintiff then returned to work with his 2003 350 and four (4) days later (and after he had re-installed the accessories) it broke down.
50. The estimate to repair the defective parts of the engine on the 2003 350 is near four thousand dollars (\$4,000.00) and Defendants refuse to repair the truck or pay for the repairs.
51. That TH Ford is an authorized agent of Ford.
52. That TH Ford has apparent authority to act for Ford.
53. That TH Ford had express authority to act for Ford.
54. That Defendants wrongfully took Plaintiffs' 2004 350 and refuse to return it to them. That Plaintiffs took possession of the 2004 350 under color of sale from the Defendants.
55. That the Defendants wrongfully took possession of the Plaintiffs' 2004 350 and have wrongfully deprived them of their property.
56. That the Defendants have converted the Plaintiffs' property.

WHEREFORE, Plaintiffs request the Court enter judgment as follows:

1. Direct defendant TH Ford to appear for the purpose of showing cause why a prejudgment order for possession should not be issued and the 2004 350 be delivered to plaintiff;
2. Award plaintiffs judgment for possession of the 2004 350;
3. Award plaintiffs costs, including the expenses of removal of said property, reasonable attorney fees, and the cost of such bond or undertaking as may be ordered by the court;

4. Damages suffered by the plaintiffs and all other relief just and proper in the premises.

Respectfully Submitted,

HANNER HANNER & HANNER


Gary O. Hanner

COUNT II

Comes now the Plaintiffs and for Count II would state:

1. That Plaintiffs re-allege the allegations of Count I as if fully set out herein.
2. That the Plaintiffs are the owner of the 2004 350.
3. That the Plaintiffs are entitled to possession of the 2004 350.
4. That the Defendants unlawfully took and detained the 2004 350.
5. That the Plaintiffs have suffered damages due to the actions of the

Defendants.

WHEREFORE, the Plaintiffs request that the Court order the immediate return of their vehicle, for damages and all relief just and proper in the premises.

Respectfully Submitted,

HANNER HANNER & HANNER


Gary O. Hanner

COUNT III


Comes now the Plaintiffs and for Count III and would state:

1. That Plaintiffs re-allege the allegations of Count I and II as if fully set out herein.
2. That the Defendants made misrepresentations that were false or recklessly made.
3. That the Plaintiffs reasonably relied on these misrepresentations to their detriment.
4. That Defendants wrongfully used law enforcement officials to intimidate the Plaintiff and wrongfully take his property.
5. That the Plaintiffs have been damaged by the wrongful conduct of the Defendants.

WHEREFORE, the Plaintiffs request judgment against the defendants in an amount to compensate them for their losses, for costs and all other relief just and proper in the premises.

Respectfully Submitted,

HANNER HANNER & HANNER


Gary G. Hanner

COUNT IV

Comes now the Plaintiffs and for Count IV would state:

1. That Plaintiffs re-allege the allegations of the prior Counts of this Complaint as if fully set out herein.
2. That the 2003 350 has had various mechanical problems and is defective and not fit for the use for which it was sold. That it was not built "Ford Tough."
3. That TH Ford was notified of each problem with the 2003 350 and attempted at various times to repair the defects.
4. That other authorized Ford Dealerships, or shops also attempted to repair the 2003 350 and Ford was also notified of the various problems.
5. That purchased with the 2003 350, was a one hundred thousand-mile warranty and other warranties. A copy of same is attached as "Exhibit D".
6. That the Defendants have breached the warranties by not repairing the defects of the 2003 Ford 350.
7. That by reason of defects in the 2003 350 and its time out of service, the Plaintiffs have been damaged.

WHEREFORE, the Plaintiffs request judgment against the defendants in an amount to compensate them for their losses, for costs and all other relief just and proper in the premises.

Respectfully Submitted,

HANNER HANNER & HANNER


Gary G. Hanner

COUNT V

Comes now the Plaintiffs and for Count V would state:

1. That Plaintiffs re-allege the allegations of the prior Counts of this Complaint as if fully set out herein.
2. That the Defendant TH Ford acted maliciously, fraudulently and willfully with conscious disregard for probable damage to the Plaintiffs.
3. That the Defendants TH Ford's actions should be punished by an award of punitive damages in an amount to punish it for its actions and deter it and others from like conduct in the future.

WHEREFORE, the Plaintiffs request judgment against the defendants for an award of punitive damages.

Respectfully Submitted,

HANNER HANNER & HANNER


Gary G. Hanner

COUNT VI

Comes now the Plaintiffs and for Court VI would state:

1. That Plaintiffs re-allege the allegations of the prior Counts of this Complaint as if fully set out herein.
2. That TH Ford was aware of the agreement between Plaintiffs and Ford Credit, which contract was a valid and enforceable contract.
3. That TH Ford's actions induced a breach of the aforesaid contract.
4. That no justification existed for TH Ford's conduct.
5. That Plaintiff's sustained damages as a proximate result of TH Ford's conduct.

WHEREFORE, the Plaintiffs prays for a judgment against the Defendants in amount that will punish it for its actions and deter it and others from like conduct in the future.

Respectfully Submitted,

HANNER HANNER & HANNER


Gary G. Hanner #8151-61
P.O. Box 122
Old Parke State Bank Bldg.
Rockville, IN 47872
(765) 569-3122

Comes now the Plaintiff and request a trial by Jury in this matter.

Respectfully Submitted,

HANNER HANNER & HANNER



Gary G. Hanner #8151-61

P.O. Box 122

Old Parker State Bank Bldg.

Rockville, IN 47872

(765) 569-3122

¹ Garydoc/xsdocuments/slancoo/complaint904

A

Year: 1993 Ford Taurus
4501 E. US 41
Tampa, FL 33602

2003

You, the Buyer, and Go Buy, Inc., hereby agree to the terms described below for sale of the vehicle. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Price." By signing this contract, you agree to buy the vehicle at the credit price shown on the front and back of this contract.

Year and Make	Model	Year and Make	Model	Year and Make	Model
1993	Ford	1993	Ford	1993	Ford

1. Cash Price: \$37,980.25 (P)

2. Down Payment: \$1,000.00 (P)

3. Unpaid Balance of Cash Price (1 minus 2): \$36,980.25 (P)

4. Amount paid on your latest order may be retaining a portion of these amounts:

(a) for license, title & registration: \$100.00

(b) for title less \$100.00: \$1,228.22

(c) for title (not in Cash Price): \$1,228.22

FINANCIAL INFORMATION

5. Amount Financed (3 plus 4): \$38,208.47 (P)

6. Annual Percentage Rate: 6.99%

7. Finance Charge: \$4,547.17

8. Amount Financed: \$38,208.47

9. Total of Payments: \$42,755.64

10. Total Cash Price: \$37,980.25

11. Total Price: \$42,755.64

FINANCIAL INFORMATION

12. Annual Percentage Rate: 6.99%

13. Finance Charge: \$4,547.17

14. Amount Financed: \$38,208.47

15. Total of Payments: \$42,755.64

16. Total Cash Price: \$37,980.25

17. Total Price: \$42,755.64

18. Payment Schedule: \$350.00 per month

19. Number of Payments: 120

20. Amount of Each Payment: \$350.00

21. What Payments are due: \$350.00

Prepayment: If you pay off your debt early, you will not have to pay a penalty. Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is \$15.00 for all payments made by us but not received by us. Security Interest: You are giving a security interest in the vehicle being purchased. Check: Please use this contract for additional information on security interest, responsibility, default, the right to require repossession of your debt in full before the scheduled date, and responsibility.

COMMERCIAL OR AGRICULTURAL USE OR FOR PURCHASE BY AN INDIVIDUAL OR COMPANY: If you purchased this vehicle for commercial or agricultural use, or for use in any business, please inform us of this fact. If you do not inform us of this fact, we will assume that you purchased this vehicle for personal use. If you purchased this vehicle for commercial or agricultural use, or for use in any business, please inform us of this fact. If you do not inform us of this fact, we will assume that you purchased this vehicle for personal use.

Any other terms, conditions, or restrictions shall be subject to the terms and conditions of the contract.

YOU HEREBY AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE TO BUYER: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

Buyer Signature: _____

Seller Signature: _____

By signing below, the Seller accepts this contract. If no other Addendum is present in a separate Addendum attached to this contract, the Seller agrees to be bound by the terms and conditions of this contract.

VEHICLE INSURANCE

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

1. Credit Life: \$34.00 per month

2. Credit Disability: \$34.00 per month

3. Other Optional Insurance: \$34.00 per month

4. Signature: _____

5. Signature: _____

6. Signature: _____

7. Signature: _____

Credit Life and Credit Disability Insurance are the terms of the contract. The amount and schedule are shown in a notice or agreement given to you today.

You are required to insure the vehicle. It is your responsibility to obtain the coverage shown on the back of this contract. Coverage will be based on the cash value of the vehicle at time of loss, but not more than the value of the policy.

8. Coverage: ☐ Comprehensive ☐ Collision ☐ Fire ☐ Theft ☐ Vandalism ☐ Glass ☐ Other

9. Premium: \$34.00 per month

Program No. _____

QUESTIONS?

Ford Credit

PLEASE CALL US AT 1-800-727-7800

or Visit us at www.fordcredit.com

02-001

U



P.O. Box 17948
Greenville, SC 29606-8048
1-800-727-7080

EXHIBIT B

Account Number: 0000034688454

00100
ALAN D COX
RT 4 BOX 17
TANGIER, IN 47952

04/12/2004
003-S003

11111111111111111111

Dear Customer:

Congratulations! Your account has been paid-in-full. If your original contract is not enclosed, please accept this letter as notice that the contract is paid. If a copy of your contract is enclosed, please accept this letter as authentication that the copy is an unaltered optically imaged reproduction of the contract and security agreement.

You may be entitled to a refund of the unused Credit Life and/or Disability Insurance premiums if your contract was paid-in-full prior to its original maturity date. If a refund is due, your dealer/original creditor will apply for the refund at your request. You may also contact the insurance company directly to apply for your refund.

If you have any questions regarding your account, please contact us at the number listed above. We appreciate your business. Thank you for allowing us to service your account!

Sincerely,

Ford Credit

1FTWX32P38 DE1
FC672 (CLAH) 20011210

2 20040412 01

FEB4-079 0751

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U

NEW VEHICLE LIMITED WARRANTY

Your **NEW VEHICLE LIMITED WARRANTY** gives you specific legal rights. You may have other rights that vary from state to state. The New Vehicle Limited Warranty is the only express warranty applicable to your vehicle. Neither Ford or Ford Motor Vehicle Assurance Company assumes nor authorizes anyone to assume for it any other obligation or liability in connection with your vehicle or this warranty.

Ford, Ford Motor Vehicle Assurance Company and your dealer are not responsible for any time that you lose, for any inconvenience you might be caused, for the loss of your transportation, or for any other incidental or consequential damages you may have.

You may have some implied warranties. For example, you may have:

- an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold); or
- an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes).

These implied warranties are limited to the extent allowed by law to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

Some states do not allow Ford or Ford Motor Vehicle Assurance Company to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the **NEW VEHICLE LIMITED WARRANTY** also applies to the **EMISSIONS WARRANTIES**.

NOTE: Ford Motor Vehicle Assurance Company is the service of the Limited Warranty Department.

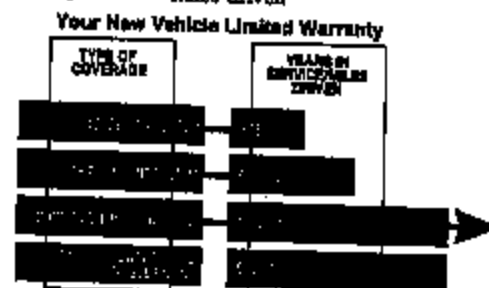
EXPORT O

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company or Ford Motor Vehicle Assurance Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- What Is Covered? (pages 6-7)
- What Is Not Covered? (pages 7-9)

WHAT IS COVERED?

The New Vehicle Limited Warranty coverage is provided by Ford Motor Company or Ford Motor Vehicle Assurance Company, a subsidiary of Ford Motor Company. These coverages include Bumper to Bumper coverage, Safety Restraint coverage, Corrosion coverage, and 8.0L/7.3L PowerStroke® Diesel Engine coverage.

Bumper To Bumper Coverage

Under your New Vehicle Limited Warranty, Bumper to Bumper Coverage begins at the warranty start date and lasts for three years or 36,000 miles, whichever occurs first. During this coverage period, authorized Ford

Motor Company dealers will repair, replace, or adjust all parts on your vehicle that are defective in factory-supplied materials or workmanship. Items or conditions that are not covered by the New Vehicle Limited Warranty are described on pages 7-9.

Two separate warranties apply to tires on your new vehicle. The new Vehicle Limited Warranty provides no-cost coverage for tire repairs, replacements, or adjustments due to defects in factory-supplied materials or workmanship during the Bumper to Bumper Coverage period. The tire manufacturer also provides you with a separate tire warranty that may extend beyond the Bumper to Bumper Coverage period. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. During the Bumper to Bumper Coverage period, your authorized Ford Motor Company dealer has the desire to ensure your complete satisfaction at no out-of-pocket cost to you. In addition, you have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center during the Ford Bumper to Bumper Coverage period for a covered repair (replacement or adjustment), you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration.

When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Safety Restraint Coverage

Under your New Vehicle Limited Warranty, Safety Restraint Coverage begins at the warranty start date and lasts for five years or 50,000 miles, whichever occurs first.

During this coverage period, Ford Motor Company or Ford Motor Vehicle Assurance Company warrants your vehicle's safety belts and air bag supplemental Restraint System (SRS) against defects in factory-supplied materials or workmanship.

Corrosion Coverage

Under your New Vehicle Limited Warranty, Corrosion Coverage begins at the warranty start date and covers body sheet metal panels against corrosion due to a defect in factory-supplied materials or workmanship. Corrosion coverage (which lasts for 5 years, regardless of miles driven) only applies if 1) corrosion causes perforation (holes) in body sheet metal panels.

If corrosion does not cause perforation (holes), and is not the result of usage and/or environmental conditions, paint damage is covered under the terms of the Bumper to Bumper Warranty (3 years or 36,000 miles, whichever occurs first).

For damage caused by airborne material (environmental fallout) - where there is no factory-related defect involved and therefore no warranty - our policy is to cover paint damage due to airborne material for 12 months or 12,000 miles, whichever occurs first.

5.0L/7.3L PowerStroke® Diesel Engine Coverage

The New Vehicle Limited Warranty covers certain direct injection diesel engine components against defects in factory-supplied materials or workmanship for five years after the warranty start date or 100,000 miles, whichever occurs first.

After the end of the Bumper to Bumper Coverage period (three years or 36,000 miles, whichever occurs first), you must pay a \$100 deductible for each repair visit.

Ford Motor Company or Ford Motor Vehicle Assurance Company covers these components: cylinder block, heads and all internal parts, intake and exhaust manifolds, flywheel, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines and fuel tank), high pressure lines, gaskets and seals, glow plugs, turbocharger, powertrain control module, electronic driver unit, injectors, injection pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor, camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties, with no deductible. For more information, see pages 11-24.

WHAT IS NOT COVERED?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- freezing
- misusing the vehicle, such as driving over curbs, overloading, racing, or using the vehicle as a stationary power source
- altering or modifying the vehicle - including the body, chassis, or components - after the vehicle leaves Ford's control

- non-Ford parts installed after the vehicle leaves Ford's control. For example, but not limited to, cellular phones, alarm systems, and automatic starting systems, and performance-enhancing powertrain chips
- tampering with the vehicle, tampering with the emissions systems, or with other parts that affect these systems
- disconnecting or altering the odometer or allowing the odometer to be inoperative for an extended period of time with the result that the actual mileage cannot be determined
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine

Damage Caused by Use and/or the Environment

Your New Vehicle Limited Warranty does not cover surface rust and deterioration of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. Here are examples:

- stone chips, scratches (some examples are on paint and glass)
- bird and bee droppings
- dings, dents
- lightning, hail
- cuts, burns, punctures or tears
- windstorms
- road salt, tree sap
- earthquake
- water or flood

Damage Caused by Improper Maintenance

Your New Vehicle Limited Warranty does not cover damage caused by failure to maintain the vehicle, improperly maintaining the vehicle, or using the wrong part, fuel, oil, lubricants, or fluids. See the Owner Guide for correct fluid types and levels, and consult the Scheduled Maintenance Guide for proper ways to maintain your vehicle.

Maintenance/Wear

Your New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items.

Examples from the Scheduled Maintenance Guide are:

- oil changes
- cleaning/polishing
- oils, lubricants, other fluids
- wiper blades
- oil/air filters
- clutch linings
- brake linings/pads
- engine tune-up
- tire rotation

Tire Wear or Damage

As typically is the case with the manufacturer warranties, normal wear or worn-out tires are not covered by the New Vehicle Limited Warranty. Road hazard damage such as cuts, snags, bruises, bulges and impact breaks (potholes and curbs) are not covered. Any damage caused by a puncture or tire repair is not covered. In addition, damage from improper inflation or alignment, tire chains, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting is not covered.

Other Items and Conditions Not Covered

Your New Vehicle Limited Warranty also does not cover:

- non-Ford parts of your vehicle, for example, parts (including glass) installed by body builders or manufacturers other than Ford, or damage to Ford components caused by installation of non-Ford parts other than "certified" emissions parts
- vehicles that have ever been labeled or branded as "dismantled", "fire", "flood", "junk", "rebuilt", "reconstructed", or "salvaged"; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a "total loss" by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 28).
- any Ford or Mercury vehicles (except Excursion modified by a Qualified Vehicle Modifier using the XLT package with a 5.8L engine and 4.80 axle (XC3)) that are converted to limousines. This will void the New Vehicle Limited Warranty. See additional information about authorized Excursion modifications on page 28.

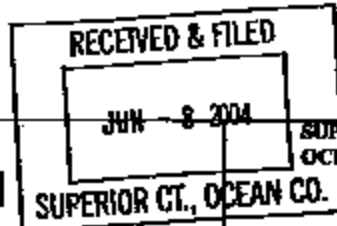
Time Limits on Coverage

- After the first 12 months in service or 12,000 miles, whichever occurs first, wheel alignment and tire balancing are not covered unless required by a warranty repair.
- After 12 months in service, regardless of miles driven (24 months for vehicles sold and registered in the State of New York), wiper blades are not covered.

Jacqueline C. Eberitt, Esquire
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856)429-8334

ATTORNEY FOR PLAINTIFF

JURY TRIAL DEMANDED.



SUPERIOR COURT OF NEW JERSEY
OCEAN COUNTY

Bayville, New Jersey

v.

FORD MOTOR COMPANY
C/O CT Corporation
820 Bear Tavern Road, Suite 350
West Trenton, NJ 08628

CIVIL ACTION

NO.

Gen L166304

COMPLAINT

1. Plaintiff [REDACTED] is an adult individual citizen and legal resident of the State of New Jersey, [REDACTED] Bayville, New Jersey [REDACTED].
2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the State of New Jersey, with its legal residence and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about November 13, 2003, Plaintiff purchased a new 2004 Ford F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSF31P44E [REDACTED].
4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.
5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than \$34,153.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

11. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

12. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

13. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

14. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

15. Downs Ford, Inc., is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

16. On or about November 13, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

17. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a *per se* violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

18. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

19. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

20. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
 - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
 - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.
- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail

return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

21. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

22. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

23. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

24. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

25. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: abnormal oil consumption, excessive smoke from exhaust, loss of power condition and delay in shifting. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

26. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

27. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

28. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

29. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

30. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

31. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

32. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

33. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

34. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

35. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

36. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

37. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

38. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to being suit for such damages and other legal and equitable relief.

39. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

40. Plaintiff avers Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

41. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
UNIFORM COMMERCIAL CODE

42. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

43. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

- a. Express Warranty;
- b. Implied Warranty Of merchantability; and
- c. Implied Warranty Of Fitness For A Particular Purpose.

44. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

45. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

46. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

47. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges and attorneys' fees.

COUNT IV
NEW JERSEY CONSUMER FRAUD ACT

48. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

49. Plaintiff is a "Person" as defined by N.J.S.A. 56:8-1(d).

50. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

51. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiff's rights in negotiating and handling Plaintiff's warranty claims.

52. Defendant's actions surrounding the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

53. Defendant acted knowingly with the intent to cause Plaintiff's reliance thereupon.

54. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

55. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

56. Plaintiff believes and therefore avers that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

57. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

58. The Act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.


59. Plaintiff believes and therefore avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

60. As a result of Defendant's unlawful conduct, Plaintiff has and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

- a. Plaintiff is entitled to a full refund N.J.S.A. 56:8-2.11-12;
- b. Plaintiff's vehicle, given the defect/condition, is worthless;
- c. Plaintiff lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;
- d. Plaintiff has been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiff has incurred additional transportation costs; and
- e. Plaintiff has expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

KIMMEL & SILVERMAN, P.C.

By: 
JACQUELINE C. HERRICK, ESQUIRE
Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856) 429-8334

JURY-DEMAND

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

By: 

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

By: 

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on June 3, 2004

KIMMEL & SILVERMAN, P.C.

By:


JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

□ □ □ □

www.DanielFeld.com

2000 Route 37, East, Fort Mill, New Jersey 08026
Phone (201) 344-8000

1. Estimated time
for 1000 samples

147 0112

PEB4-678 DT86

Downs Ford INC.

360 Hwy. 37, Toms River, New Jersey 08753

ESTABLISHED 1930

Phone (732) 349-2240 Ext. 918

www.downsford.com

ALL PARTS ARE NEW
UNLESS OTHERWISE
NOTED

DOWN'S FORD - TOMS RIVER, NJ
P & A CODE: 0000-2

NAME	LABOR	TOTAL

Additional Signature and Date

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Ford Motor Company, Toms River, New Jersey, this 12th day of December, 2004.

I ACKNOWLEDGE RECEIPT OF
THE PARTS AND LABOR
LISTED BELOW

John P. Minor

INVOICE #		VEHICLE/OWNER INFORMATION		INVOICE # 011734	
PINE BLANK		PINE BLANK		PINE BLANK	
NONE		NONE		NONE	
FOR OFFICE USE		VEHICLE INFORMATION		VEHICLE INFORMATION	
AD: 104 MCNALLY, INVOICE: DATE: MAR 0		VIN: 2F3P3644		LICENSE NUMBER: NJ	
MFR: 121542		INVOICE: 02/19/2004 12:12:02		IN 1000	
METER: 2500		METER: 2500		METER: 2500	
DATE: 02/17/04		DATE: 02/17/04		DATE: 02/17/04	
FOR R.D. NOT COMPLETE REC					
CONCERN 51		O/S COOLANT LEAKS THE COOLANT TANK DRAINING FASTER THAN NORMAL		OPERATION	
CAUSE		A		A	
CORRECTION		OK AS REC FROM NORMAL		A	
FACTORY		CUST CODE: 107		A	
		REPAIR TYPE: IN VISIT 1 COMES -			
CONCERN 52		O/S ENGINE OILING OIL TWO QUARTS IN THE TWO TWO-THREE PULLED		OPERATION	
CORRECTION		OK AS REC NO LEAKS FOUND, NO EXCESSIVE CONSUMPTION, OIL FOUND		A	
FACTORY		CUST CODE: 108		A	
CONCERN 53		O/S EXCESSIVE NOISE DURING START FROM STOP, SYSTEM ON MODEL FROM FROM A STOP ON MODEL FROM FROM A STOP ON MODEL FROM		OPERATION	
CORRECTION		OK AS REC REPROGRAMMED PCM FOR FIRM SSM		A	
FACTORY		CUST CODE: 109		A	
CONCERN 54		O/S ENGINE RUNNING ROUGH & EXCESSIVE NOISE FROM EXHAUST		OPERATION	
CORRECTION		OK AS REC REPROGRAMMED PCM FOR FIRM SSM		A	
FACTORY		CUST CODE: 110		A	
PAYMENT DISTRIBUTION FOR INVOICE 011734					
IF YOU HAVE ANY QUESTIONS - PLEASE SEE RAYMOND MCNALLY					





380 Hwy. 37, Toms River, New Jersey 08753

ESTABLISHED 1930

Phone (732) 349-2240 Ext. 918

www.downsford.com

ALL PARTS ARE NEW
UNLESS OTHERWISE
INDICATED

DOWN'S FORD - TOMS RIVER, NJ
P & A CREDIT: 1981-7
CHECK (S) APPLICABLE BOX
☐ CASH
☐ CREDIT
☐ TRADE
☐ LEASE
☐ RENTAL
☐ OTHER
DATE: _____ TIME: _____
SALES: _____ SERVICE: _____
FINANCIAL: _____
I ACKNOWLEDGE RECEIPT OF
THE PARTS AND LABOR
LISTED BELOW X

INVOICE TO: _____ DRIVER/OWNER INFORMATION -- INVOICE: 015235
NAME: _____ PHONE: _____
HOME: _____ CELL: _____
FOR OFFICE USE: _____ VEHICLE INFORMATION: _____
AD#: 104 McDONALD, INVOICE: QUOTE W/10 H VIN 1F7SF3LP _____ LICENSE NUMBER: NJ _____
MFG: 12/5/02 INVOICED: 03/11/2004 14:07:10 ON ROAD F-350 ED 4WD B/M ROPS WHITE
ODOMETER 145,875 QUOTE 2750 STOCK# 0000000000
NOTES: DELIVER 02/10/04 WORK: 03/11/04 *** R.O. NOT COMPLETE ***
CONCERN: 51 W/ VEHICLE SHAKE FROM THE EXHAUST SYSTEM WHEN VEHICLE IS BETWEEN OPERATION TECH HOURS AMOUNT
ON SHIFTING BEARS LOOSING POWER AT THE SAME TIME
CORRECTION: FACTORY CURT CODE: 042

PAYMENT DISTRIBUTION FOR INVOICE 015235

IF YOU HAVE ANY QUESTIONS - PLEASE SEE RANDY McDONALD

PAGE 1
LAST PAGE

Thank You

7325818124

28461

LARSON 

INVOICE

1150 Ocean Ave., Lakewood, NJ 08701

DUPLICATE 1
PAGE 1

(732) 363-8100

www.larsonford.net

E: BROCH, NO

E: BUS:

SERVICE ADVISOR: 3612 ALDO CIPRIANI

COLOR	YEAR	MAKE/MODEL	VIN	LESSOR	MILEAGE ON DOT	TAG
	04	FORD F350 PICKUP	1PT8F31P44		3201/3229	TYY
S. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
AR2004		29MAR04			VARY	CASH
R.O. OFFERED	READY	OPTIONS	DLR:131584 ENG:6.0 Liter			
09 12MAR04	17:42	01APR04				

E. OPCODE TECH TYPE HOURS LIST NET TOTAL

JST STATES CHECK VEH ENGINE BETWEEN SHIFTS ..LOSS OF POWER AND
DELAYED SHIFTS (INTERM)

SE: CONFIRMED. PERFORM 6.0L PERFORMANCE DIAG AS PER GUID E.NO

CODES-PASS. CONTACT HOTLINE (4086023-JOHN, SHAN

E, SIMON, STAN, ANDREW) AND FIELD SVC ENG

6005F ENGINE PERFORMANCE DIAGNOSTICS - DIESEL

ENGINE - DIAGNOSIS - L

918 ZELLER RICHARD LIC#: 0918

W94 0.40

1 3C3Z*9F452*AC VLV ASY-B/G/R BK PRESS

4 4C1Z*9R527*AA NOX ASY-FG/WH

12 VC*7*4 AMTI/FZ (PREH. COOL. ENG. COOLA

6005F13 WIRI. CONTAMINATION - CHECK - L

918 ZELLER RICHARD LIC#: 0918

W94 0.20

6005F1 KEY ON ENGINE OFF - NOX CHECK - TEST L

918 ZELLER RICHARD LIC#: 0918

W94 0.10

6005F2 KEY ON ENGINE OFF - NOX INSPECTOR

ELECTRICAL - FUEL - TEST

918 ZELLER RICHARD LIC#: 0918

W94 0.10

6005F18 FUEL PUMP PRESSURE - ELECTRIC - CHECK - L

918 ZELLER RICHARD LIC#: 0918

W94 0.60

6005F6 KEY ON ENGINE RUNNING - NOX CHECK - TEST

- L

918 ZELLER RICHARD LIC#: 0918

W94 0.10

WZ ADD'L/MULTIPLE/EXTENSIVE

PINPOINT, VDR/PIDMONITOR, DATA LOGGER, PWR

BALANCE TESTS AS PER HOTLINE (4086023) &

PSE DAN YURAWSKI

918 ZELLER RICHARD LIC#: 0918

CUSTOMER COPY

WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE
MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS
PARTIAL, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED
TY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR
AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON
ME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF
DUCTS. THESE TERMS ARE COVERED BY A LIMITED
TY. PLEASE SEE THE BACK OF THIS INVOICE FOR DETAILS.

PARTS AND LABOR
GUARANTEED

We warrant to workmanship
or materials for 4000 miles or
90 days whichever comes
first. Valid only if returned to
our Service Department for
adjustments.

Thank You!

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
WREC. CHARGES	
TOTAL CHARGES	
LEASE INSURANCE	
SALES TAX	

PEB4-87D 0784

7325818124

28461

LARSON 

INVOICE

1150 Ocean Ave., Lakewood, NJ 08701

DUPLICATE 1
PAGE 2

(732) 363-8100

www.larsonford.net

THE BEACH, NJ

CME: BOS:

SERVICE ADVISOR: 1612 ALDO CIPRIANI

VEHICLE	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	84	FORD F150 PICKUP	1FTSF11P44		3201/3229	T375	
DEL DATE	PROD DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	FIN. RATE
9MAR2004			29MAR04		VARY	CASH	01APR2004
R.O.C. OPENED: 03/09/04			OPTIONS: DLR:131584 ENG:6.0 Liter				
9:09 19MAR04		17:42 01APR04					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
				W94 2.50			(N/C)

MT 8&1 LEFT VALVE CVR TO ACCESS - R&R ALL 4 LEFT
BANK FUEL INJECTORS & EGR VALVE AS PER FSR
DAN YUROWSKI

918 ZELLER RICHARD LIC#: .0918

W94 3.00

(N/C)

FC: D42 42

PART#: 4C3Z*9B527*AA

COUNT:

CLAIM TYPE:

AUTH CODE:

0918

IT IS HERE " SATURDAY HOURS " ALL DAY !!!
OUR PARTS AND SERVICE DEPARTMENT WILL BE
OPEN SATURDAYS FROM 8:00 AM TO 4:30 PM
TAKE ADVANTAGE OF OUR LOW, LOW PRICES.

YOUR VEHICLE IS PARKED IN SPOT 1

THANK YOU FOR CHOOSING LARSON FORD, SUZUKI

CUSTOMER COPY

ANY WARRANTIES ON THE PRODUCTS SOLD HEREIN ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS. THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY. PLEASE SEE THE BACK OF THIS INVOICE FOR DETAILS.

PARTS AND LABOR
GUARANTEED

for defects in workmanship or materials for 4000 miles or 90 days, whichever comes first. Valid only if returned to our Service Department for repairs.

Thank You!

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SURLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGE	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY	

PE04-070 9785



Office of the Attorney General

Request for Arbitration
by the
Florida New Motor Vehicle
Arbitration Board

0406-13992- DK 13

For Office Use Only

Indicate Date:

Filed (DCS) 0023-04
Ineligible _____
Returned _____
Rejected _____
Withdrawn _____
Referred to AG JUN 25 2004
Approved JUN 25 2004
AG Case # 2004-0520/FTL

I. Consumer Information

1. Purchaser/Lessee Name(s): _____
2. Street Address: _____
Mailing Address (if different): _____
City: PLANTATION State: FL Zip Code: _____
3. Home Phone: (____) _____ Best Time to Call: _____
Daytime Phone: (____) _____ For Whom? _____
Cell Phone: _____ For Whom? EO
Fax: _____ E-Mail: _____

II. Selling Dealer, Financing and Leasing Information

4. Dealer Name: Sawgrass Ford
Address: 14501 W. Sunrise Blvd
City: Sunrise State: FL Zip Code: 33323
Lessor, bank, or lending institution to which monthly payments are made:
Ford Motor credit
Address: Box 105697
City: Atlanta State: GA Zip Code: 30348

III. Relief Requested (Check one only)

5. If successful, I prefer to receive: ☒ A refund
☐ A replacement vehicle

RECEIVED

JUN 23 2004

FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD
LEMONLAW

IV. Vehicle Information

6. Vehicle Type Car ☐ Truck ☐ Van ☐ Sport Utility ☒
7. If a truck: 10,000 lbs. or less gross vehicle weight Yes ☒ No ☐
8. Manufacturer: Ford
(GM, Ford, Chrysler, Toyota, etc.)
9. Make: Ford Model: EXCURSION Year: 2003
(Dodge, Mercury, etc.) (Mustang, Accord, etc.)

10. Vehicle Identification Number (VIN):

1 E M N U 4 2 P 2 3 E

(This is a 17-character identifier usually consisting of letters and numerals that is listed on your vehicle registration.)

11. If a conversion vehicle, give the name of the company who performed the conversion, if known:

(Explorer Vans, Mark III, Sherrod, etc. Attach a copy of the warranty.)

- a. Was the conversion work performed prior to your purchase? Yes ☐ No ☐
- b. If after your purchase, was the conversion work performed through the dealership as an option, referral or part of the sale? Yes ☐ No ☐

12. Date you took delivery of the vehicle 8-25-03

Mileage on the odometer on the date of delivery 17 Current mileage: 23470

13. Was the vehicle: Purchased ☒ Leased ☐
- In Florida? Yes ☒ No ☐
- As (check one): New ☒ Demonstrator ☐ Used ☐

14. If leased, for a term of one year or more? Yes ☐ No ☐

15. Do you still own or possess the vehicle? Yes ☒ No ☐

16. If purchased used, was the vehicle transferred to you by the original owner within 24 months after the date of original delivery? Yes ☐ No ☒

a. If yes, complete the following

Original owner's name: _____

State where vehicle was originally purchased: _____

Actual date of delivery to original owner: _____

V. Information Regarding Problem(s) with Vehicle

NOTICE: You must provide proof at the hearing of answers given in this section.

17. List each problem (other than routine maintenance and minor warranty repairs), that was first reported to the authorized service agent (dealer) within 24 months after the date of delivery, and that you claim substantially impairs the use, value or safety of the vehicle. Give the dates of three repair attempts that took place before the date written notification was sent to the manufacturer. If a substantial problem had less than three repairs before notification, list it and the repair date(s). Attach a separate sheet if necessary.

Do not list the same problem twice. Please attach copies of all relevant repair orders.

Problem	Date 1	Date 2	Date 3
1. <u>SW will not run.</u>	<u>12/29/03</u>	<u>1/23/04</u>	<u>4/10/04</u>
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

18. Did you notify the manufacturer (not the dealer) identified in Question 8 in writing after three or more repair attempts for the same problem(s)?

Yes ☒ No ☐

If yes, date the manufacturer received notification: MAY 15 2004

- a. (Answer only if applicable.) Did you notify the conversion company identified in Question 11 in writing after three or more repair attempts?

Yes ☐ No ☐

If yes, date the conversion company received the notification: _____

Attach a copy of the motor vehicle defect notification form or other written notification and postal receipt indicating when the manufacturer and/or conversion company received the notification.

19. Following receipt of the notification, did the manufacturer and/or conversion company make a final attempt to correct the problem(s)?

Yes ☐ No ☒

If yes, on what date(s)? _____

If no, explain why:

DID NOT care they said file the Lemon Law!

(Attach copies of all relevant work orders.)

20. Does the problem(s) still exist?

Yes ☒ No ☐

If no, explain why: _____

21. Was the vehicle out of service for repair of one or more of the problems described in Question 17 for a cumulative total of 30 or more calendar days? Yes ☒ No ☐

If yes, how many days? 40 +

Did you notify the manufacturer (not the dealer) identified in Question 8 and, if applicable, the conversion company identified in Question 11 in writing after 15 or more days out of service? Yes ☒ No ☐

If yes, date(s) the manufacturer and/or conversion company received notification:

Manufacturer: Ford Conversion Company: _____

If no, explain why: _____

22. Following receipt of the notification, did the manufacturer, conversion company or authorized service agent (the dealer) have the opportunity to inspect or repair the vehicle? Yes ☒ No ☐

If no, explain why: _____

23. Is the problem(s) about which you are complaining the result of an accident, abuse, neglect, modification or alteration by someone other than the manufacturer, conversion company or an authorized service agent (the dealer)? Yes ☐ No ☒

VI. Participation In Certified Manufacturer Program

24. Did you participate in a state-certified manufacturer's informal dispute settlement program? Yes ☐ No ☒

If yes, what was the name of the program? _____
(BBB/AUTOLINE, etc.)

Date the program received your claim _____

Date of your hearing (if applicable) _____ Mileage _____

Did that program render a decision? Yes ☐ No ☐

If no, explain why: _____

If yes, were you satisfied with the decision of the program? Yes ☐ No ☐

Date of final decision or action? _____

You must attach copies of: your claim, postal receipt or letter from the program acknowledging receipt, and the decision of the program, if applicable.

2004-31777

NUMBER:

[REDACTED]

VS.

FORD MOTOR COMPANY

IN THE DISTRICT COURT
JUDICIAL DISTRICT
HARRIS COUNTY
STATE OF TEXAS

FILED
CHARLES B. CARLISSE
DISTRICT CLERK
HARRIS COUNTY TEXAS
2004 JUN 17 PM 12:00
BY MAIL PROCESSING DEPT
109

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW INTO COURT, through undersigned counsel, comes Plaintiffs, [REDACTED]

[REDACTED] who now petition this Honorable Court
as follows:

I. PARTIES

Plaintiffs are an individual and business residing in the Webster, State of Texas.

Defendant, FORD MOTOR COMPANY, hereinafter "FORD," a corporation authorized to do and doing business in the State of Texas whose agent of service is C.T. Corporation System, 350 N. St. Paul Street, Dallas, TX 75201; and

II. VENUE

Venue is proper in Harris County, State of Texas pursuant to Section 15.002 of the Civil Practice and Remedies Code.

III. DISCOVERY

Plaintiffs intend for discovery to be level I.

IV. STATEMENT OF FACTS

On or about February 7, 2003, Plaintiffs, [REDACTED]

[REDACTED] entered into a motor vehicle lease agreement with BAY AREA FORD, for the purchase of a 2003 FORD F-250, VIN 1FTNW20PX3E [REDACTED] (hereinafter referred to as the "F-250" or the "vehicle"). The lease price was approximately \$40,000.00.

Defendant, FORD, is the manufacturer and assembler of this vehicle.

Plaintiffs' vehicle was accompanied by express warranties offered by Defendants and extending to Plaintiffs. These warranties were part of the basis of the bargain of Plaintiffs' contract for purchase of the vehicle.

In fact, when delivered, the vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods. Within the first month after purchase, Plaintiffs began experiencing defective conditions with the engine in their F-250 running rough and dying. Said defects substantially impaired the use, value, and/or safety of the F-250. Many defective conditions have occurred since purchase, including, but not limited to:

- (1) Engine defects;
- (2) Other defects listed in the repair orders or discovered in discovery.

Since the date of the purchase, Plaintiffs' F-250 has been in the repair shop over nine (9) separate times. Despite Plaintiffs' repeated efforts to allow Defendants the opportunity to repair the F-250, many nonconforming and defective conditions

were never repaired. From the date of its purchase, the F-250 continues to this day to exhibit some or all of the nonconformities described above.

V. DECEPTIVE TRADE PRACTICES

Defendants violated Section 17.46(b) of the Texas Business and Commerce Code, in that the Defendants:

- (A) represented that goods or services are of a particular standard, quality, or grade, or that good are of a particular style or model, if they are of another;
- (B) represented that a guarantee or warranty confers or involves rights or remedies which it does not have or involve;
- (C) failed to disclose information concerning goods or services which was known at the time of the transaction with the intention to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed;
- (D) the implied warranty of good and workmanlike performance; and
- (E) the implied warranty of merchantability.

Plaintiffs further show that the acts, practices, and/or omissions complained of were the producing cause of Plaintiffs damages more fully described herein below.

Plaintiffs further show that the acts, practices, and/or omissions complained of under Section 17.46(b) of the Texas Business and Commerce Code were relied upon by Plaintiffs to Plaintiff's detriment.

Plaintiffs have simultaneously sent the written notice, as required by Section 17.505, Texas Business and Commerce Code, and complied with all conditions precedent to the filing of this lawsuit.

VI. BREACH OF EXPRESS WARRANTIES

In addition, the Defendants issued an expressed written warranty which covered the F-250 and warranted that the F-250 was free of defects in materials and work quality at the time of delivery.

As alleged above, the Defendants breached its warranties by offering for sale, and selling as safe to Plaintiffs, a vehicle that was latently defective, unsafe, and likely to cause economic loss to Plaintiffs.

In breach of the foregoing warranties, the Defendants have failed to correct said defects.

The damages Plaintiffs have suffered are a direct and proximate result of Defendants' actions in this matter include but are not limited to costs of repair, expenses associated with returning the vehicle for repeated repair attempts, loss of wages, loss of use, damages, and attorney fees.

VII. BREACH OF IMPLIED WARRANTIES

Defendants impliedly warranted that Plaintiffs' F-250, which it designed, manufactured, and sold, were merchantable and fit and safe for their ordinary use, not otherwise injurious to consumers, and would come with adequate safety warnings.

Any purported limitation of the duration of the implied warranties contained in the written warranties given by Defendants is unreasonable and unconscionable and void under the principles of estoppel, because Defendants knew the defects existed and might not be discovered, if at all, until the F-250 had been driven for a period

longer than the period of the written warranty, and Defendants willfully withheld information about the defects from Plaintiffs.

Because of their disclosed defects, Plaintiffs' F-250 is unsafe and unfit for use and have caused economic loss to the Plaintiffs. Therefore, the Defendants breached the implied warranty of merchantability.

As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiffs is entitled to damages.

VIII. BREACH OF CONTRACT

Plaintiffs would show that the actions and/or omissions of Defendants described herein above constitute breach of contract, which proximately caused the direct and consequential damages to Plaintiffs described herein below, and for which Plaintiffs hereby sues.

IX. ECONOMIC AND ACTUAL DAMAGES

Plaintiffs sustained the following economic and actual damages as a result of the actions and/or omissions of Defendants described herein above:

- (A) Out of pocket expenses, including but not limited to the money paid towards the note securing the vehicle;
- (B) Loss of use;
- (C) Loss of the "benefit of the bargain";
- (D) Diminished or reduced market value; and
- (E) Costs of repairs.


RESPECTFULLY SUBMITTED:

RICHARD C. DALTON
DALTON LAW FIRM, L.L.C.
202 Avenue B
Lafayette, Louisiana 70501
Telephone (337) 282-0700
Facsimile (337) 282-0679
State Bar Roll No. 24033539

Robert M. Silverman, Esquire
Identification No. 53914
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFF

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.

Gap, Pennsylvania

v.

FORD MOTOR COMPANY
C/O CT Corporation
1515 Market Street, Suite 1210
Philadelphia, PA 19103

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, [REDACTED], is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, [REDACTED] Gap, Pennsylvania [REDACTED]

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conduct business in the Commonwealth of Pennsylvania, and is a corporation of the State of Delaware, with its legal residence and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI, 48243, and can be served at c/o CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA, 19103.

BACKGROUND

3. On or about April 18, 2003, Plaintiff purchased a new 2003 Ford Excursion, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMSU43P238 [REDACTED]

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$23,838.94. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

11. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

12. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

13. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

14. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

15. Chapman Ford of Lancaster is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

16. On or about April 18, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

17. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

18. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

19. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

20. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

21. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

22. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

23. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

24. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and/or non-conformities to the following vehicle components: abnormal oil leak, diesel odor, defective heater, . True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

25. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

26. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

27. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

28. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

29. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

30. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

31. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

32. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

33. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

34. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

35. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

36. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

37. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

38. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

39. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

41. Plaintiff avers Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

42. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

43. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

44. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

45. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

46. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

47. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

48. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
- (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

49. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

50. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

51. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

52. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: _____

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiff

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

VERIFICATION

Robert M. Silverman, states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

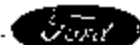


See our Web Site: www.wolfford.com

PE04-070 0020



www.chapmanautogroup.com



Wolf Motor Co.

DBA Chapman Ford of Lancaster

5201 Mannheim Pike

East Petersburg, Pa. 17520

Phone (717) 299-4331

See our Web Site: www.wolfFord.com

CUSTOMER NO. 15765	NAME BETH SKIVELY	AGE 22	DATE 12/03/03	FILE NO. FIC93983
ADDRESS [REDACTED]	LABOR 70.00	TERMINAL	8.361	GENERAL GRT
CITY, PA	03/FORD TRUCK/EXCURSION/5M EXCURSION	12/18/03	20	
	VEHICLE ID # 1FMSU43P23E	BLIND CLERK NO.		
	DATE 12/03/03			

TOTALS

TO OUR VALUED CUSTOMER: IF YOU WOULD LIKE TO BE CONTACTED BY E-MAIL, PLEASE ENTER YOUR E-MAIL ADDRESS HERE:

 * Cash ☐ Charge ☐ Check ☐ Credit Card ☐ *

REMANUFACTURED AND/OR FORD AUTHORIZED REMANUFACTURED PARTS MAY HAVE BEEN USED IN THE REPAIR(S) OF YOUR VEHICLE.

REMEMBER WE ARE OPEN SATURDAYS FROM 8:00 AM TO 4:00 PM IN THE PARTS AND SERVICE DEPARTMENTS

TOTAL LABOR 70.00
 TOTAL PARTS 8.361
 TOTAL SUBLET 0.00
 TOTAL B.O.B. 0.00
 TOTAL MISC CHG. 0.00
 TOTAL MISC DISC 0.00
 TOTAL TAX 0.00

TOTAL INVOICE \$ 0.00

ON BEHALF OF SERVING DEALER I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR ABUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

CUSTOMER SIGNATURE



www.chapmanautogroup.com

WOLF MOTOR CO. DBA CHAPMAN FORD OF LANCASTER

THE DEALER IS NOT A PARTY TO ANY MANUFACTURER'S WARRANTY ON PARTS OR SERVICE CONTAINED HEREIN. THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PARTS, LABOR OR DIAGNOSTIC SERVICES FURNISHED UNDER THIS ORDER.

CUSTOMER SIGNATURE

X



Wolf Motor Co.
 DBA Chapman Ford of Lancaster
 5201 Mannheim Pike
 East Petersburg, Pa. 17520
 Phone (717) 299-4331

THANK YOU

2001 0000

PAGE 5 OF 3

CUSTOMER COPY

END OF INVOICE 1023000

PE04-070 0822



www.chapmanautogroup.com

Wolf Motor Co.
DBA Chapman Ford of Lancaster
524 Mainline Pike
East Petersburg, Pa. 17320
Phone (717) 299-4331
See our Web Site: www.wolfFord.com

OC696118



15765

82TH SEVELY

ZZ5

12/30/03

FOCS95316

70.00

8,361 MINERAL GRE

05/POND TRUCK/EXCURSION/SW EXCURSION 04/18/03

20

1 F N S U 4 3 P 2 3 E

12/30/03

REPRINT# 1

NO: 8361

LABOR & PARTS
#1 2590Z

VEHICLE BROUGHT TO SHOP DECEMBER 19, 2003 FOR OIL LUBE.
REPLACED VALVE COVER GASKETS, VEHICLE RETURNED TO CUSTOMER
ON DECEMBER 23, 2003

JOB # 1 TOTAL LABOR & PARTS

8.00

#2 25920Z

LOWER CAR
CUSTOMER IN LOANER VEHICLE FROM DECEMBER 9TH - 19TH,
AND DECEMBER 20TH - 22ND
VEHICLE SUPPLIED FROM ENTERPRISE RENT A CAR
REFERENCE R.O. #44883

JOB # 2 TOTAL LABOR & PARTS

8.00

TOTALS

TO OUR VALUED CUSTOMER: IF YOU WOULD LIKE TO BE
CONTACTED BY E-MAIL PLEASE ENTER YOUR E-MAIL ADDRESS
HERE:

* Cash ☐ Charge ☐ Check ☐ Credit Card ☐ *

REMANUFACTURED AND/OR FORD AUTHORIZED REMANUFACTURED
PARTS MAY HAVE BEEN USED IN THE REPAIRS OF YOUR VEHICLE.

REMEMBER WE ARE OPEN SATURDAYS FROM 9:00 AM TO 4:00 PM
IN THE PARTS AND SERVICE DEPARTMENTS

CUSTOMER SIGNATURE

TOTAL LABOR... 8.00
TOTAL PARTS... 8.00
TOTAL SALES... 8.00
TOTAL S.S.S... 8.00
TOTAL DISC... 8.00
TOTAL DISC... 8.00
TOTAL TAX... 8.00

TOTAL INVOICE \$ 6.00

THIS DEALER IS NOT A PARTY TO ANY
MANUFACTURER'S WARRANTY ON
PARTS OR SERVICE CONTAINED
HEREIN. THE DEALER HEREBY
EXPRESSLY DISCLAIMS ALL WARR-
ANTIES EXPRESS OR IMPLIED,
INCLUDING ANY IMPLIED WARRANTY
OF MERCHANTABILITY OR FITNESS
FOR A PARTICULAR PURPOSE WITH
RESPECT TO ANY PARTS, LABOR OR
DIAGNOSTIC SERVICES FURNISHED
UNDER THIS ORDER.

CUSTOMER SIGNATURE



Wolf Motor Co.
DBA Chapman Ford of Lancaster
524 Mainline Pike
East Petersburg, Pa. 17320
Phone (717) 299-4331

THANK YOU

Print Name

TOTAL P. 81

PAGE 1 OF 1

SERVICE FILE COPY

1 END OF INVOICE 12/30/03

PE04-070 0023

CHAPMAN AUTO GROUP

www.chapmanautogroup.com



Your Satisfaction is extremely important to us!

You may receive a Customer Viewpoint Survey from Ford Motor Company within the next few weeks. It is our request card. We would appreciate it if you would fill out the survey and return it to Ford Motor Company.

If for some reason you cannot answer that you were "Completely Satisfied" with our service, please call us. We will be happy to help resolve any concerns you may have.

CUSTOMER NO. 15765		BETH SNIVELY		22	00887	02/02/04	POCS96196
GAP, PA		70:00		9.723		GENERAL GRE	
		03/FORD TRUCK/EXCURSION/SM EXCURSION		01/18/03			20
		1 FMSU43P23					
		ITEM		01/23/04			

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
JOB # 1	1	3C3Z-8582-BA	CHE ASY-WL 0			
JOB # 1	1	3C3Z-8584-BA	QSKT-WL 0			
JOB # 1	0	4C00034	N1038340C9 0			
JOB # 1 TOTAL PARTS						0.00
JOB # 1 TOTAL LABOR & PARTS						0.00

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
JOB # 2 TOTAL PARTS						0.00
JOB # 2 TOTAL LABOR & PARTS						0.00

COMMENTS: CUSTOMER STATES: VALVE COVER LEAKING. VERIFIED CONSENT AND REPLACED VALVE COVER AND VERIFIED REPAIR.

4 TAP DAYS

TO BUYER: CONTACTED BY E-MAIL PLEASE ENTER YOUR E-MAIL ADDRESS HERE:

Cash ☐ Charge ☐ Check ☐ Credit Card ☐

REMANUFACTURED AND/OR FORD AUTHORIZED REMANUFACTURED PARTS MAY HAVE BEEN USED IN THE REPAIR(S) OF YOUR VEHICLE.

REMEMBER WE ARE OPEN SATURDAYS FROM 8:00 AM TO 4:00 PM IN THE PARTS AND SERVICE DEPARTMENTS

CUSTOMER SIGNATURE

DUPLICATE INVOICE

PAGE 1 OF 1

CUSTOMER COPY

THANK YOU

PE04-870 0824

Perry Roshan-Zamir, CSB 161656
Law Offices of Perry Roshan-Zamir
2530 Wilshire Blvd., Third Floor
Santa Monica, California 90403

Telephone: (310) 582-1993

Attorney for Plaintiff

ORIGINAL FILED

JUN 29 2004

**LOS ANGELES
SUPERIOR COURT**

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

[REDACTED]

Plaintiff,

vs.

FORD MOTOR COMPANY; a
Corporation

Defendants.

Does 1 through 10

Case No.

BC317771

COMPLAINT FOR

1. DAMAGES AND
REPLACEMENT OF VEHICLE
PURSUANT TO SONG-
BEVERLY CONSUMER
WARRANTY ACT AND
BREACH OF EXPRESS
WARRANTY AGAINST ALL
DEFENDANTS;
2. FRAUD AGAINST DEFENDANT
HOLLYWOOD;
3. NEGLIGENT
MISREPRESENTATION
AGAINST DEFENDANT
HOLLYWOOD

Unlimited Jurisdiction - Over \$25,000

Plaintiff alleges:

**FIRST CAUSE OF ACTION FOR
DAMAGES AND REPLACEMENT OF VEHICLE PURSUANT TO SONG-
BEVERLY CONSUMER WARRANTY ACT**

1. Plaintiff [REDACTED] a natural person, is, and at all times
herein mentioned was, a resident of Los Angeles, County, California.

I
CARRERA v. FORD, ET AL
COMPLAINT

- 1 2. Defendant FORD MOTOR CORPORATION (FORD), was and is a business
2 organized and existing with its principal place of business under the laws of
3 unknown State and authorized and licensed to engage, and engaging in the
4 business of manufacturing, distributing and selling automobiles to the general
5 public.
- 6 3. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
7 DOES 1 through 10, inclusive, and, therefore, sues these defendant by those
8 fictitious names, plaintiff will amend this complaint to allege their true names
9 and capacities when ascertained. Plaintiff is informed and believes and
10 thereon alleges that each of such fictitiously named defendants is responsible
11 in some manner for the injuries hereinafter alleged.
- 12 4. On or about MAY 27TH, 2003, in Los Angeles County, California, plaintiff
13 entered into a contract to purchase and purchased from defendant FORD a
14 certain 2003 F250 SUPER DUTY FORD automobile. Plaintiff purchased the
15 automobile for use primarily for personal, family, or household purposes.
16 Thus, the contract was, and is, subject to the Song-Beverly Consumer
17 Warranty Act, Civil Code Section 1790 et seq.
- 18 5. Before plaintiff entered into the contract or purchased the automobile as set forth
19 in Paragraph 4, above, defendant, through its agents and employees, expressly
20 and impliedly warranted and represented that the automobile was free from
21 defects and in all respects safe for use in the manner for which it was
22 designed, manufactured, and sold, and warranted that the 2003 FORD F250
23 was of merchantable quality and fit for the purpose intended, namely for
24 personal, family or household purposes.
- 25 6. Plaintiff relied on these warranties and representations of defendant and on
26 defendant's skill and judgment in the purchase of the 2003 FORD F250
27 automobile.

- 1 7. The aforementioned 1998 FORD F250 was in fact unmerchantable and unfit to be
2 operated, in that certain component parts, causing engine failure and, as a
3 proximate result of that defective manufacture, design and assembly, the
4 automobile was unfit for use and was of unmerchantable quality.
- 5 8. On or about MAY 2003, plaintiff discovered that the 1998 FORD F250 was
6 defective and not safe for reasonable operation, and notified defendant of
7 those facts. Specifically, Plaintiff contacted Bob Wondries FORD (an
8 authorized FORD dealer) to attempt repair of the various components and
9 parts. Thereafter, Plaintiff made several other attempts (more than 5 attempts)
10 to have the problems fixed by FORD continuing through December 2003.
- 11 9. After the unsuccessful attempts at repair, plaintiff demanded that defendant
12 manufacturer either replace the vehicle in accordance with Civil Code
13 Section 1793.2(d)(2)(A) or make restitution to plaintiff in accordance with
14 Civil Code Section 1793.2(d)(2)(B).
- 15 10. On February 16th, 2004, Plaintiff, through legal representation, notified
16 defendant manufacturer of the nonconformity in writing, with full particulars
17 for the purposes of service; and again requested that defendant manufacturer
18 either replace the vehicle or make restitution, pursuant to the above referenced
19 provisions of the Song-Beverly Consumer Warranty Act.
- 20 11. When plaintiff delivered the truck to be repaired, the date was within eighteen
21 months of the date of delivery to buyer and before eighteen thousand miles
22 were on the odometer. The same nonconformities have been subject to repair
23 four or more times by the manufacturer or its agents and the buyer has a least
24 once directly notified the manufacturer of the need for the repair of the
25 nonconformity.
- 26 12. Defendant manufacturer has accepted to refund the cost of the vehicle and based
27 on the representations of FORD, CARRERA delivered the vehicle to Bob

Wondries Ford on June 19th, 2004. FORD has paid a partial payment but has failed and refused, and continues to fail and refuse to make restitution to plaintiff by failing to payoff the lienholder of the vehicle. FORD has also failed and refused to pay the attorney fees expended in perusing this matter, as provided in the Song-Beverly Act.

13. As a proximate result of the 2003 FORD F250's failure to conform to defendant manufacturer's express warranty, and defendant manufacturer's failure to repair or service the 2003 FORD F250 to conform to the warranty, plaintiff has been damaged in an amount in excess of Twenty Five Thousand Dollars.

14. As a further proximate result of defendant manufacturer's willful failure to comply with its obligations to plaintiff, plaintiff has been required to incur attorney's fees.

SECOND CAUSE OF ACTION FOR FRAUD

15. Plaintiff re-alleges and incorporates herein by this reference paragraphs 1 through 14.

16. Plaintiff is informed and believes and thereon alleges that defendant FORD through its agents and assigns made representations of material fact to Plaintiff and Plaintiff's counsel that once the vehicle was delivered to Bob Wondries, the lienholder and attorney fees would be paid. These representations were in fact false, defendants knew they were false or that they had no reasonable ground to believe that they were true. In fact, to date, lienholder payoff or attorney fees have not been paid.

17. At all times defendant FORD made the representations alleged herein with the intent to defraud and induce plaintiff to believe that the representations were true. At the time plaintiff did not know the representations were false and believed that they were

1 true. Plaintiff acted in justifiable reliance upon the truth of the representations. Plaintiff
2 only discovered the falsity of these representation in or about June 25th, 2004.

3
4 18. In doing the things alleged herein, plaintiff is informed and believes that the
5 above named defendants' actions were malicious and fraudulent, oppressive, and were
6 done in conscious disregard of the rights of plaintiff.

7 19. As a direct and proximate result of the conduct of said defendants, and each
8 of them, as aforesaid, plaintiff lost the benefit of the bargain of the written contract with
9 defendant and suffered substantial other damages as will be discovered and according to
10 proof of trial.

11 20. As additional damages against these defendant was guilty of malice, fraud
12 and oppression as defined in Civil Code Section 3294, and plaintiffs are entitled to
13 recover exemplary and punitive damages.

14 **FOURTH CAUSE OF ACTION FOR**
15 **NEGLIGENT REPRESENTATION**
16 **AGAINST DEFENDANT HOLLYWOOD**

17 21. Plaintiff re-alleges and incorporates herein by this reference paragraphs 1
18 through 20.

19 22. Plaintiff is informed and believes and thereon alleges that defendant FORD
20 through its agents and assigns made representations of material fact to Plaintiff and
21 Plaintiff's counsel that once the vehicle was delivered to Bob Wendree, the lienholder
22 and attorney fees would be paid. These representations were in fact false, defendants
23 should have known they were false or that they had no reasonable ground to believe that
24 they were true.

25 23. Defendant FORD breached their duty of care of Plaintiff in making
26 representation alleged herein when they knew or should have known that these

representations were actually false. At the time plaintiff did not know the representations were false and believed that they were true. Plaintiff only discovered the falsity of these representation in or about June 25th, 2004.

24. As a proximate result of defendant's negligence as herein alleged and defendant's negligent failure to disclose the true facts, plaintiff was damaged in excess of \$25,000.00, the exact amount to be ascertained at trial.

WHEREFORE, Plaintiff prays judgment as follows:

1. For actual damages to be determined at trial.
2. For a civil penalty of two times the amount of actual damages to be determined at trial.
3. For punitive damages.
4. For reasonable attorney's fees to be determined at trial.
5. For costs of suit herein incurred; and
6. For such other and further relief as the court may deem proper.

Dated: June 29th, 2004

LAW OFFICES OF
TERRY ROSHAN-ZAMB

By:

Perry Roshan-Zamir
Attorney for Plaintiff

Robert M. Silverman, Esquire
Identification No. 55914
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFF

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.

[REDACTED]
Stroudsburg, Pennsylvania

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

v.

CIVIL ACTION

FORD MOTOR COMPANY
C/O CT Corporation
1515 Market Street, Suite 1210
Philadelphia, PA 19103

COMPLAINT
CODE: 1900

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, RR5, [REDACTED] Stroudsburg, Pennsylvania [REDACTED]

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conduct business in the Commonwealth of Pennsylvania, and is a corporation of the State of Delaware, with its legal residence and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI, 48243, and can be served at c/o CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA, 19103.

BACKGROUND

3. On or about December 12, 2002, Plaintiff purchased a new 2003 Ford Excursion, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMSU43P33 [REDACTED]

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but ~~excluding~~ other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$54,310.64. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

11. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997)

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

12. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

13. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

14. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

15. Dick Milham Ford is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

16. On or about December 12, 2002, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

17. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

18. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle, or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

19. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

20. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

21. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

22. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

23. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

24. The first documented warranty repair attempt is believed to have occurred on or before February 04, 2003, when the vehicle odometer showed 2,642 miles. On that date, repair attempts

were made to the abnormal rough idle and emitting black smoke. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

25. The second documented warranty repair attempt is believed to have occurred on or before June 09, 2003, when the vehicle odometer showed 7,414 miles. On that date, repair attempts were made to the abnormal rough idle and defective paint. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

26. The third documented warranty repair attempt is believed to have occurred on or before June 23, 2003, when the vehicle odometer showed 16,015 miles. On that date, repair attempts were made to the defective paint. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

27. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq. True and correct copies of the additional warranty invoices and Repair History are attached hereto, made a part hereof and marked Exhibit "E".

28. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

29. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

30. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

31. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

32. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

33. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

34. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

35. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

36. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

37. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

38. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

39. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

40. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

41. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

42. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

43. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

44. Plaintiff avers Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

45. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

46. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

47. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

48. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

49. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

50. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

51. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
- (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

52. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

53. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

54. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

55. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: _____

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiff

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

VERIFICATION

Robert M. Silverman, states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff



CONTRACT NO. 540563	ADDRESS THOMAS BISSING 8208	CHASSIS NO. 732	MAKE DATE 06/13/03	INVOICE NO. FOCS204753
	LABOR RATE	INVOICE NO. 74414	COLOR BLACK CLEAR	STOCK NO. F8799
	VEHICLE MAKE/MODEL 03/FORD TRUCK/EXCURSION/8N LIMITED 4x4	DELIVERY DATE 12/12/02	DELIVERY MILE 40	
	VEHICLE VIN 1 R U 3 3 E	SELLER DEALER NO.	PRODUCTION DATE	
BTROUDSBURG, PA		DATE 06/09/03		
				STOCK NO. 74420

LABOR & PARTS
JW 1 55F0Z

RECALL
CHECK IDLES ROUGH, SHAKES, INTERMITTENT NO POWER, SHUTS OFF
ECU TEST, PERFORM DIESEL DIAGNOSIS AND PERFORM PPT FOR CODES.
ALL OK, NO FUEL IN OIL, CALLED HOTLINE NO INFO YET ON PROBLEM
OR 88N, UNDER INVESTIGATION PER FORD

JOB # 1 TOTAL LABOR & PARTS 0.00

JW 2 11F0Z99P

MULTI-POINT INSP.
PERFORM COURTESY MULTI-POINT INSPECTION.

TECH(S):7342 0.00

JOB # 2 TOTAL LABOR & PARTS 0.00

JW 3+20F0ZZ03101RWS

REPLACE WINDSHIELD
REPLACE WINDSHIELD

TECH(S):99 0.00

JOB # 3 TOTAL LABOR & PARTS 0.00

JW 4+20F0Z

CHECK SCRATCHES ON VEHICLE
WE DUE FOR MULTIPLE SCRATCHES AND NICKS
DETAIL REPAIR

TOYOTA TECH(S):99 0.00

JOB # 4 TOTAL LABOR & PARTS 0.00

SUBLET

POB

204753

204753A

UNSUB. DATE 06/13/03
INITIAL WINDSHIELD
REPAIR MULTIPLE SCRATCHES
KODAK 35 mm SLIDE KODAK KODAK, EASTON, PA 18045

TOTAL - SUBLET

428.00
INTERNAL
428.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING

ORIGINAL ESTIMATE OF \$0.00 (+TAX)

APPROVED REVISED ESTIMATE (\$ 1) OF \$428.00 (+TAX) ON 06/10/03 AT 10:17am

BY LINDA COLLIER

COMMENTS

COMMENTS

JRN

TOTALS

* CASH [] CHECK 41390 CHARGE A/R []

* VISA/MC [] AMERICAN [] DISCOVER []

* EXPRESS

TOTAL LABOR.... 0.00
TOTAL PARTS.... 0.00
TOTAL SUBLET... 428.00
TOTAL S.O.B.... 0.00
TOTAL MISC CHG. 0.00
TOTAL MISC DISC 0.00
TOTAL TAX..... 25.68

TOTAL INVOICE \$ 453.68

Thank you for choosing Dick Milham for your service needs.

Service & Parts now open until 2AM

Monday thru Thursday 6AM to 2AM * Friday 6AM to 9PM

...AND ALL DAY SATURDAY!!!

8:00am - 4:00pm

PA State Inspections due now for June, July, & August

Don't Let Yours EXPIRE!! Still only \$21.95 tax



SPECIAL ORDERED PARTS ARE NOT RETURNABLE



CLASSIFICATION 540565	ADDRESS THOMAS BIRBING, 8208	CUSTOMER NO. 807	INVOICE DATE 06/27/03	INVOICE NO. F069205773
	LABOR NO. 16018	ALIAS NO. 16018	COLOR BLACK CLEAR	STOCK NO. F8799
	VEHICLE MAKE / MODEL 03/FORD TRUCK/EXCURSION/SW-LIMED 4	DELIVERY DATE 12/12/02	DELIVERY MILES 40	PRODUCTION DATE
	VEHICLE NO. 1 R U 3 3 E	DELIVERY MILES 40	PRODUCTION DATE	
STROUDSBERG, PA			06/23/03	
				INVOICE CUT NO 16019

LABOR & PARTS
JOB # 2060Z BODY TECH(S)199
CUSTOMER STATED WE ONE BOTH LEFT DOORS ARE SCRATCHED
WE ONE FOR BOTH LEFT DOORS SCRATCHED. REPAIRED AT BODY SHOP.
INTERNAL

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

JOB # 2 31F0ZAR1CK 15,000 MILE SERVICE TECH(S)17287 78.61
Perform 15,000 mile service
Change oil and filter change
Inspect all fluids, belts and hoses
Rotate tires (free with brake inspection)
Perform multi-point inspection
Brake system inspection
Inspect shafts, steering linkage
Inspect ball joints and axle shaft boots
Inspect control exhaust system inspection
Lubricate all hinges and latches, door locks
L/F.....
L/R.....
SAAB

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
JOB # 2	1	FE 200	FORD-TOYOTA-SAAB	29.67	29.67	29.67
				JOB # 2 TOTAL PARTS		29.67
				JOB # 2 TOTAL LABOR & PARTS		108.28

JOB # 3 11F0Z99P MULTI-POINT INSPECTION TECH(S)17287 0.00
PERFORM COURTESY MULTIPoint INSPECTION.
Route 33 and Hecktown Road Easton, PA 18045

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
				JOB # 3 TOTAL PARTS		0.00
				JOB # 3 TOTAL LABOR & PARTS		0.00

JOB # 4 406F0Z ENGINE REPAIR TECH(S)17287 0.00
CHECK ANY NEW INFORMATION FROM FORD ON STALLING
NO INFO AVAILABLE FROM FORD

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
				JOB # 4 TOTAL PARTS		0.00
				JOB # 4 TOTAL LABOR & PARTS		0.00

G.D.B. & SUPPLIES
JOB # 2 14.0 15W40 DIESEL MOTOR OIL @ 1.750 /UNIT TOTAL - 24.50
24.50

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$133.00 (+TAX)



SPECIAL ORDERED PARTS ARE NOT RETURNABLE.

THE UNIVERSITY OF ALABAMA
LIBRARY
 200 N. UNIVERSITY BLVD., SUITE 100
 TUSCALOOSA, AL 35487-0300
 (205) 343-2111

Total 8-

● 2014 年 12 月 1 日起，所有在境内销售货物或提供应税劳务、服务的企业，均须按照《中华人民共和国增值税暂行条例》及其实施细则的规定，向主管税务机关申报缴纳增值税。

CASH <input type="checkbox"/>	CHECK <input type="checkbox"/>	CHARGE A/R <input type="checkbox"/>
VISA/MC <input type="checkbox"/>	AMERICAN EXPRESS <input type="checkbox"/>	DISCOVER <input type="checkbox"/>

TOTAL LABOR....	78.61
TOTAL PARTS....	29.67
TOTAL SUBLET....	0.00
TOTAL G.O.B....	24.50
TOTAL MISC GPN....	0.00
TOTAL MISC DISC....	0.00
TOTAL TAX.....	2.97

TOTAL INVOICE \$	140.75
------------------	--------

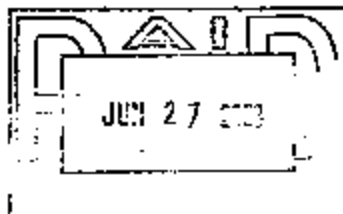
Thank you for choosing Dick Nilham for your service needs.
Service & Parts now open until 2AM
Monday, thru Thursday 6AM to 2AM & Friday 6AM to 7PM

for June, July, & August
 111 only \$21.95 + tax



Route 33 and Hecktown Road, Easton, PA 18045

(610) 253-9191



SPECIAL ORDERED PARTS ARE NOT RETURNABLE.

PER4-67D 0043

TERM: <input type="checkbox"/> CASH <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CHECK <input type="checkbox"/> PROMISSORY <input type="checkbox"/> OTHER <input type="checkbox"/> CALL WHEN READY <input type="checkbox"/> YES <input type="checkbox"/> NO		YEAR / MAKE / MODEL 03 / FORD TRUCK/EXCURSION/SW LIMITED 4		PRODUCTION DATE F8799		STOCK NO. F8799		P.S. NO. 209821	
CUSTOMER NO. 340365		COLOR BLACK CLEARCOAT/NE		DELIVERY DATE 12/12/02		DELIVERY MILE 40		P.S. DATE 08/07/03	
SERVICE CONTRACT FORD		CONTRACT NO.		EXPIRATION DATE		EXPIRATION MILE		A.D. DATE 8208	
I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.		X		HAT NO.		MILEAGE IN 18000		WORKS	
STAGHURBURG, PA 18340		RECEIVED 04129ps		DATE/TIME 08/07/03 11:59pm		LABOR RATE		PART NO.	
STATE REG# E-130		X		PART NO.		PART NO.		PART NO.	

ORIGINAL CUSTOMER ESTIMATE: TOTAL X----- 0.00		I UNDERSTAND THAT IF I AUTHORIZE YOU TO BEGIN REPAIRS BUT DO NOT AUTHORIZE ADDITIONAL NECESSARY REPAIRS I WILL OWE FOR THE WORK COMPLETED OR FOR DIAGNOSTIC TIME THE SUM OF \$	
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SAAB

SALES SERVICE
WILLHAM
FORD-TOYOTA-Saab

Route 33 and Hecktown Road, Easton, PA 18045
(610) 253-9191

RECOMMENDED SERVICES

RECOMMENDED SERVICE		DATE		TIME	
DATE	DESCRIPTION	MI	TIME	DATE	TIME
1970	ALIGN FRONT WHEELS	MI	48.00	15000 MILE SERVICE	MI 8:00
1972	3000 MILE SERVICE	MI	0.00	15000 MILE SERVICE	MI 8:00
1973	7000 MILE SERVICE	MI	0.00	12000 MILE SERVICE	MI 0.00
1974	INSPECT BRAKES	MI	0.00		

SERVICE HISTORY

SERVICE HISTORY									
DATE	VEHICLE ID	VEHICLE TYPE	VEHICLE MAKE	VEHICLE MODEL	VEHICLE YEAR	VEHICLE COLOR	VEHICLE DESCRIPTION	VEHICLE STATUS	VEHICLE LOCATION
07/03/03	206486	16015	8208	99	Y	20F0Z	BODY		
06/23/03	205775	16015	8208	99	I	20F0Z	BODY		
				7287	C	11F0ZAA15K	15,000 MILE SERVICE		
				7287	C	11F0Z99P	MULTI-POINT INSP.		
				7287	C	06F0Z	ENGINE REPAIR		
01/05/02	204752	74414	8209	7342	N	25F0Z	RECALL		

ESPERSON NO. 7698

SERVICE

YEAR / MAKE / MODEL 03/FORD TRUCK/EXCURSION/SW LIMITED 4		PRODUCT/EST DATE F8799		INVOICE NO. E217831		REG NO. 208821	
CUSTOMER NO. 540545		COLOR BLACK CLEARCOAT/NE		DELIVERY DATE 12/12/02		DELIVERY MILES 40	
SERVICE CONTRACT 0RD		CONTRACT NO.		ESTIMATION DATE		ESTIMATION MILES	
I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.		FIRST NAME 18000		LICENSE 18000		TRANS.	
DATE RECEIVED 04129pm		DATE TIME PROVIDED 08/07/03 11:59pm		PRIORITY		AIR TONIN	
STATE REGN E-150		UNIFORM		TURNED		FUL	

ORIGINAL CUSTOMER ESTIMATE:	TOTAL
	0.00

PEB4-070 0045

I UNDERSTAND THAT IF I AUTHORIZE YOU TO BEGIN REPAIRS BUT DO NOT AUTHORIZE ADDITIONAL NECESSARY REPAIRS I WILL OWE FOR THE WORK COMPLETED ON NON-DIAGNOSTIC TIME THE SUM OF

SHELTON

Service Advisor: 0288

Customer Number: 540555 Name: [REDACTED]

1P80M3P32 [REDACTED]

06/07/2003 15:29:40

2003 EXCURSION

LIMITED 4 DR 4X4

5.0L DIESEL DI 18

TURBOCHIFT

FILE ID: C1

WARRANTY START DATE 12/12/2002 BUILD DATE 11/18/2002 START ODOM

NO COMPANION MESSAGE/IS PERIOD

LESS THAN TWO DEALER APPROVED RMR REPAIR VISITS PAID TO DATE

EXTENDED COVERAGE

NO ESP INFORMATION AVAILABLE

DEALER: Dick Milham Ford

REPAIR DATE: 04/30/2003

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 74414 M

PERFORMED RECALL 57850 FREE LOP

PART NUMBER PART DESCRIPTION QTY LABOR CP

3C31 673100 ELEMENTARY OIL FILT 001 57850

IS 154400

015

DEALER: Dick Milham Ford

REPAIR DATE: 04/30/2003

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 74416 M

REPLACE TOP SENSOR

PART NUMBER PART DESCRIPTION QTY LABOR CP

3C32 9F3000 SENSOR KEY F/I TINDING 001 82050

DEALER: Dick Milham Ford

REPAIR DATE: 04/30/2003

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 74414 M

PERFORM COIL OPERATION PRODUCT ENHANCEMENT

PART NUMBER PART DESCRIPTION QTY LABOR CP

000 03000

DEALER: Dick Milham Ford

REPAIR DATE: 02/04/2003

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 2542 M

EXHIBITED ROUGH IDLE-BEN 16468 NO KNOWN CONCERN AT THIS TIME

EMISSION CODE AND DESC - 42 DOES NOT OPERATE PRO

PART NUMBER PART DESCRIPTION QTY LABOR CP

9F715

VALVE-AIR BYPASS

000 125500

000 12550045

000 12550065



8/18/03 pick-up

DATE: 8/18/03	TIME: 10:00 AM	TECH: (S) 7342	WARRANTY: 1
VEHICLE: 2001 FORD TRUCK	YEAR: 2001	MAKE: FORD	MODEL: F250
ENGINE: 5.0L	DISPL: 302	CLAS: 4	TYPE: 2
COPIES: 1	DATE: 8/18/03	TIME: 10:00 AM	WARRANTY: 1
VEHICLE: 2001 FORD TRUCK	YEAR: 2001	MAKE: FORD	MODEL: F250
ENGINE: 5.0L	DISPL: 302	CLAS: 4	TYPE: 2
COPIES: 1	DATE: 8/18/03	TIME: 10:00 AM	WARRANTY: 1

LABOR & PARTS				WARRANTY
JOB #	QTY	FP NUMBER	DESCRIPTION	
JOB # 1	1	3C32-6C646-JA	ENGINE REPAIR	WARRANTY
JOB # 1	2	3C32-6K704-AA	CHECK BLIND BROKE, STALLS, ROUGH IDLE, BAD GAS MILEAGE. DIAGNOSE AND REINSTALL INTERCOOLER HOSE. STILL HAS ROLLING IDLE. RETALIBRATE PCM 55M 17032 AND INSTALL NEW TURBO HOSE.	
JOB # 1 TOTAL PARTS				0.00
JOB # 1 TOTAL LABOR & PARTS				0.00
JOB # 2	1		MULTI-POINT INSPECTION	WARRANTY
JOB # 2	2		PERFORM COURTESY MULTI-POINT INSPECTION.	
JOB # 2 TOTAL PARTS				0.00
JOB # 2 TOTAL LABOR & PARTS				0.00
JOB # 3	1		CUSTOMER REQUESTS ENGINE TUNE-UP	WARRANTY
JOB # 3	2		TURN FRONT DRIVE SHAFTS WITH ON CAR LATER	
JOB # 3 TOTAL PARTS				0.00
JOB # 3 TOTAL LABOR & PARTS				0.00

ESTIMATE: CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)

*****				TOTAL LABOR....	0.00
*****				TOTAL PARTS....	0.00
*****				TOTAL SUBLET....	0.00
*****				TOTAL S.O.D....	0.00
*****				TOTAL MISC CHG....	0.00
*****				TOTAL MISC DYSC....	0.00
*****				TOTAL TAX.....	0.00
*****				TOTAL INVOICE \$	0.00

Thank you for choosing Dick Milham for your service needs.
 Service & Parts now open until 2AM
 Monday thru Thursday 6AM to 2AM * Friday 6AM to 9PM
 ...AND ALL DAY SATURDAY!!!
 8:00am - 4:00pm
 PA State Inspection due now for August, September & October
 Don't let yours EXPIRE!! Only \$23.95 + tax

NUMBER: 2004-15190

VS.

FORD MOTOR COMPANY

IN THE DISTRICT COURT

270 JUDICIAL DISTRICT

HARRIS COUNTY

STATE OF TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW INTO COURT, through undersigned counsel, comes Plaintiff, [REDACTED]

[REDACTED] now petitions this Honorable Court as follows:

I. PARTIES

Plaintiff is an individual residing in Houston, State of Texas.

Defendant, FORD MOTOR COMPANY, hereinafter "FORD," a corporation authorized to do and doing business in the State of Texas whose agent of service is C.T. Corporation System, 350 N. St. Paul Street, Dallas, TX 75201.

II. VENUE

Venue is proper in Harris County, State of Texas pursuant to Section 15.002 of the Civil Practice and Remedies Code.

III. DISCOVERY

Plaintiff intends for discovery to be level I.

IV. STATEMENT OF FACTS

On or about March 19, 2003, Plaintiff, [REDACTED] entered into a motor vehicle purchase contract with Tommy Vaughn Motors for the purchase of a 2003 FORD F-350, VIN 1FTNW20P83E [REDACTED] (hereinafter referred to as the "F-350" or the "vehicle"). The purchase price was approximately \$40,000.00.

Defendant, FORD, is the manufacturer and assembler of this vehicle.

Plaintiff's vehicle was accompanied by express warranties offered by Defendants and extending to Plaintiff. These warranties were part of the basis of the bargain of Plaintiff's contract for purchase of the vehicle.

In fact, when delivered, the vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods. Within the three months after purchase, Plaintiff began experiencing defective conditions with the F-350's engine dying and stalling. Said defects substantially impaired the use, value, and/or safety of the F-350. Many defective conditions have occurred since purchase, including, but not limited to:

- (1) The F-350's engine stalling and dying; and
- (2) Other defects identified in the repair orders or discovery through formal discovery.

Since purchase, Plaintiff's F-350 has been in the repair shop nine times and remained in the shop for a cumulative thirty days.

V. DECEPTIVE TRADE PRACTICES

Plaintiff would show that Defendant violated Section 17.46(b) of the Texas Business and Commerce Code, in that the Defendant:

- (A) represented that goods or services are of a particular standard, quality, or grade, or that good are of a particular style or model, if they are of another;
- (B) represented that a guarantee or warranty confers or involves rights or remedies which it does not have or involve;
- (C) failed to disclose information concerning goods or services which was known at the time of the transaction with the intention to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed;
- (D) the implied warranty of good and workmanlike performance; and
- (E) the implied warranty of merchantability.

Plaintiff further shows that the acts, practices, and/or omissions complained of were the producing cause of Plaintiff damages more fully described herein below.

Plaintiff further shows that the acts, practices, and/or omissions complained of under Section 17.46(b) of the Texas Business and Commerce Code were relied upon by Plaintiff to Plaintiff's detriment.

Plaintiff has simultaneously sent the written notice, as required by Section 17.505, Texas Business and Commerce Code, and complied with all conditions precedent to the filing of this lawsuit.

VI. BREACH OF EXPRESS WARRANTIES

In addition, the Defendant issued an expressed written warranty which covered the F-350 and warranted that the F-350 was free of defects in materials and work quality at the time of delivery.

As alleged above, the Defendant breached its warranties by offering for sale, and selling as safe to Plaintiff, a vehicle that was latently defective, unsafe, and likely to cause economic loss to Plaintiff.

In breach of the foregoing warranties, the Defendant has failed to correct said defects.

The damages Plaintiff has suffered are a direct and proximate result of Defendant's actions in this matter include but are not limited to costs of repair, expenses associated with returning the vehicle for repeated repair attempts, loss of wages, loss of use, damages, and attorney fees.

VII. BREACH OF IMPLIED WARRANTIES

Defendant impliedly warranted that Plaintiff's F-350, which it designed, manufactured, and sold, were merchantable and fit and safe for their ordinary use, not otherwise injurious to consumers, and would come with adequate safety warnings.

Any purported limitation of the duration of the implied warranties contained in the written warranties given by Defendant is unreasonable and unconscionable and void under the principles of estoppel, because Defendant knew the defects existed and might not be discovered, if at all, until the F-350 had been driven for a period longer

than the period of the written warranty, and Defendant willfully withheld information about the defects from Plaintiff.

Because of their disclosed defects, Plaintiff's F-350 is unsafe and unfit for use and has caused economic loss to the Plaintiff. Therefore, the Defendant breached the implied warranty of merchantability.

As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiff is entitled to damages.

As a direct and proximate result of Defendant's breach of their duty of reasonable care and duty to disclose material adverse facts, Plaintiff has suffered reasonably and especially foreseeable damages in an amount to be proven at trial.

VIII. BREACH OF CONTRACT

Plaintiff would show that the actions and/or omissions of Defendant described herein above constitute breach of contract, which proximately caused the direct and consequential damages to Plaintiff described herein below, and for which Plaintiff hereby sues.

IX. ECONOMIC AND ACTUAL DAMAGES

Plaintiff sustained the following economic and actual damages as a result of the actions and/or omissions of Defendant described herein above:

- (A) Out of pocket expenses, including but not limited to the money paid towards the note securing the vehicle;
- (B) Loss of use;
- (C) Loss of the "benefit of the bargain";

(D) Diminished or reduced market value; and

(E) Costs of repairs.

X. ATTORNEY'S FEES

Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by: (a) Section 17.50(d) of the Texas Business and Commerce Code; (b) Chapter 38 of the Texas Civil Practice and Remedies Code; and (c) common law.

WHEREFORE, PREMISES CONSIDERED, PLAINTIFF, [REDACTED] respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendant, jointly and severally, for the following:

- economic damages requested herein above in an amount in excess of the minimum jurisdictional limits of the Court;
- actual damages requested herein above in an amount in excess of the minimum jurisdictional limits of the Court;
- prejudgment interest at the maximum rate allowed by law;
- post judgment interest at the maximum rate allowed by law,
- attorney's fees,
- costs of court, and

- such other and further relief to which the Plaintiff may be entitled at law or in equity, whether pled or unpled.

RICHARD C. DALTON
DALTON LAW FIRM, L.L.C.
202 Avenue B
Lafayette, Louisiana 70501
Telephone (337) 262-0700
Facsimile (337) 262-0679
State Bar Roll No. 24033539

CITATION

ENTERED

VERSUN
FORD MOTOR COMPANY

No. 00000067713 Div: C
16th JUDICIAL DISTRICT COURT
PARISH OF ST. MARTIN
STATE OF LOUISIANA

FORD MOTOR COMPANY THROUGH ITS
AGENT FOR SERVICE: CT CORPORATION SYSTEMS
8550 UNITED PLAZA BLVD.
BATON ROUGE, LA 70809

of EAST BATON ROUGE Parish, Louisiana.

You are hereby summoned to comply with the demand contained in the petition of which a true and correct copy (exclusive of exhibits) accompanies this citation, or make an appearance, either by filing a pleading or otherwise, in the 16th Judicial District Court in and for the Parish of St. Martin, State of Louisiana, within fifteen (15) days after the service hereof, under penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE AT ST. MARTINVILLE, LOUISIANA, ON THIS 04TH DAY OF MARCH A.D., 2004.

ALLEN BLANCHARD, SR.
CLERK OF COURT
16th JUDICIAL DISTRICT
PARISH OF ST. MARTIN

BY: Jim P. Heist
Deputy Clerk of Court

REQUESTED BY:

RICHARD C. DALTON P-1
ATTORNEY

SERVICE INFORMATION

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

PERSONAL SERVICE on the party herein named _____

DOMICILIARY SERVICE on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____ a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his residence at the time of said service.

RETURNED:

PARISH OF _____ this _____ day of _____, 20____.

SERVICE \$ _____
MILEAGE \$ _____
TOTAL \$ _____

By: _____
Deputy Sheriff

PE04-070 0056

18th JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN

STATE OF LOUISIANA

NO.: 67713

DIVISION: C

VERSUS

FORD MOTOR COMPANY

Filed: 3-3-04

Deputy Clerk

PETITION FOR REDHIBITION AND DAMAGES

NOW INTO COURT, through undersigned counsel, comes Petitioner, [REDACTED]

a resident of the lawful age of majority domiciled in Breaux Bridge, Louisiana, who alleges upon information and belief, except as to the allegations in Paragraphs 4 and 7, which Petitioner alleges upon personal knowledge, the following:

1.

Made Defendant herein is the following persons and/or entities who are justly and truly indebted unto your Petitioner, jointly and in solido, in a full and true sum as is reasonable in the premises, together with legal interest thereon from the date of judicial demand, until paid, and for all other just and equitable relief to which he may be entitled:

- A) FORD MOTOR COMPANY, hereinafter "FORD," a foreign corporation authorized to do and doing business in the State of Louisiana whose agent for service of process is GT Corporation Systems, 8650 United Plaza Blvd., Baton Rouge, Louisiana 70809.

2.

On or about April 21, 2003, Petitioner, [REDACTED] entered into a purchase contract for the purchase of a 2003 FORD F-350 SUPER DUTY DIESEL, VIN 1FTWW32P638 [REDACTED] (hereinafter referred to as the "F-350" or the "vehicle"). The purchase price was approximately \$57,800.00. The F-350 was purchased primarily for Petitioner's personal use.

3.

In fact, when delivered, the F-350 was defective in materials and workmanship. Within the first three months after purchase, Petitioner began experiencing defective conditions with the F-350 losing power and stalling. Petitioner has tendered his vehicle for repairs on six (6) separate occasions for a cumulative of 45 days. The subject F-350 Diesel Truck currently has 75,000 miles on it and despite numerous repair attempts, the defects still exist.

4.

The F-350 is a "thing" under La. Civil Code Articles 2520, et seq.

5.

Defendant, FORD, is a "manufacturer" under La. Civil Code Articles 2520, et seq.

6.

Petitioner is a "buyer" under La. Civil Code Articles 2520, et seq.

7.

Petitioner avers that the defects hereinabove described meet the definition of a redhibitory defect as defined in La. Civil Code Articles 2520, et seq.

8.

Petitioner avers that he has provided the Defendant sufficient opportunity to repair his defective F-350 and has requested that the Defendant replace the F-350, refund his money, or reduce the sales price. Defendant has refused his demands.

9.

Petitioner avers that he has performed each and every duty required of him under Louisiana Redhibition Laws, except as may have been excused or prevented by the conduct of the Defendant, as herein alleged.

10.

Petitioner avers that the Defendant are liable to him for the following non exclusive list of causes of actions:

A. Redhibition;

16th JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN

STATE OF LOUISIANA

NO.: _____

DIVISION: _____

FORD MOTOR DEMAND

Filed: _____

REQUEST FOR NOTICE

In accordance with LSA-C.C.P. Article 1872, Petitioner [REDACTED] requests that the Court give written notice by certified mail at least ten (10) days in advance of the date fixed for trial or hearing of this case whether on exceptions, motions, rules or the merits.

Petitioner [REDACTED] requests immediate notice of all orders or judgments, whether interlocutory or final, made or rendered in this case by taking under advisement or if the judgment is not signed at the conclusion of the trial.

Notice is to be mailed to or served upon Petitioner, [REDACTED] through his undersigned counsel.

RESPECTFULLY SUBMITTED:

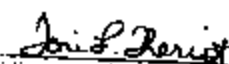

RICHARD C. DALTON
DALTON LAW FIRM, L.L.C.
202 Avenue B
Lafayette, Louisiana 70501
Telephone (337) 282-0700
Facsimile (337) 282-0878
Bar Roll No. 23017

RECEIVED AND ENTERED

2012-3 11 9 14


J. L. Perist
CLERK OF COURT
ST. MARTIN PARISH

TRUE COPY

ATTEST 
CLERK OF COURT